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Valerie Fant Custer  
Senior Attorney

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EMAIL [vfant@att.com](mailto:vfant@att.com)

April 24, 2002

VIA FACSIMILE

Arthur D. Grossman, Esq.  
Fox and Fox, LLP  
70 South Orange Avenue  
Livingston, NJ 07039

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JUN 20 2002

OFFICE OF PETITIONS

Re: Mathilde Benveniste

Dear Ms. Grossman:

I am writing in response to your April 22, 2002 letter. I understand that it is your client's position that she is the "owner" of three patents which she claims to have conceived on her own time without the use of AT&T's time, material or facilities. I am without knowledge of the facts surrounding the conception or development of those patents and cannot comment on that position.

Your client has been provided with a "FMPC Termination Agreement and Release" and has been offered a pension credit in exchange for that release. That Agreement and Release is not intended to be a vehicle for a side agreement regarding patent ownership. The Release does require your client to return Company property which she received or prepared or helped to prepare "in connection with [her] employment with the Company" and to "assign to the Company all right, title and interest in such property, and any other inventions, discoveries or works of authorship created by [her] during the course of [her] employment". Since you have indicated that your client signed the Release, I presume she has complied with that requirement.

Sincerely,

*Valerie Fant Custer*

Valerie Fant Custer

cc: Sharon Byrne

**FOX AND FOX LLP**

**ATTORNEYS AT LAW**

70 SOUTH ORANGE AVENUE

LIVINGSTON, NEW JERSEY 07039

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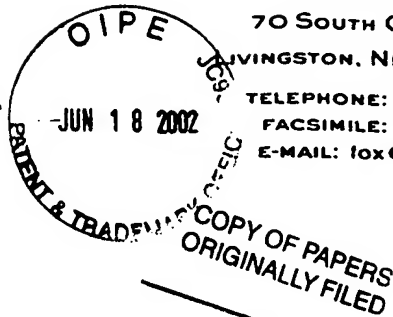
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LAUREN A. COOLER\*  
JACOB FOX (1898-1992)



April 26, 2002

**VIA FACSIMILE**

Valerie F. Custer, Esq.  
AT&T Law Department  
3033 Chainbridge Road  
Oakton, Virginia 22185

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Re: Mathilde Benveniste

Dear Ms. Custer:

In accordance with our conversation and in reply to your letter of April 24, 2002, this is to advise you that it is Ms. Benveniste's position that the subject patents/inventions were developed by her in the period 2000 to 2001 on her own time and not during the course of her employment. Accordingly, Ms. Benveniste reserves all of her rights with respect to this issue which may arise. Further this letter is to advise you that Ms. Benveniste does not intend to revoke the termination agreement and that such agreement remains in effect.

Very truly yours,

Arthur D. Grossman

ADG:tms

cc: Ms. Mathilde Benveniste

DAC

**MATHILDE BENVENISTE**

76 Harding Drive  
South Orange, NJ 07079-1203  
(973) 761-6105  
benveniste@ieee.org



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June 12, 2002

Assistant Commissioner for Patents  
Box DAC  
U.S. Patent Office  
Washington, D.C. 20231

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Dear Sir or Madam:

RE: Patent Applications #09-985257 and 10-032507

I am writing in reference to two of my patent applications, (1) application number 09-985257, entitled: "Tiered Contention Multiple Access (TCMA): A Method For Priority-Based Shared Channel Access", filed on November 2, 2001, and (2) application number 10-032507, entitled: "Random Medium Access Methods With Backoff Adaptation To Traffic", filed on January 2, 2002.

Following a recent call to the US Patent Office, the attorney at the Petitions Office told me that AT&T (my former employer) filed, on April 22, 2002, petitions to prosecute these patent applications under Title 37 CFR, Rule 1.47(b). I would like to inform you that I, the sole inventor in these applications, have not assigned or agreed to assign these inventions to AT&T, and therefore continue to assert my rights to these inventions.

The employment agreement signed by me at the time I joined AT&T does not give the company the rights to these inventions. (Since the agreement expressly provided that any assignment rights to AT&T related only to those inventions which were made during the course of my employment, with the use of AT&T's time/material and facilities, and relating to a subject matter as to which AT&T was or may be concerned, and since these conditions have not all been met, I am the rightful owner of the inventions.)

The separation agreement I signed (which became effective on April 26, 2002) does not give AT&T the rights to these inventions, either, as can be seen from the enclosed correspondence, which was exchanged during the month of April 2002 between my attorney, Arthur D. Grossman, and the AT&T attorney, Valerie Fan Custer.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Mathilde Benveniste', written in black ink.

**Mathilde Benveniste**

**Enclosures (4):**

1. E-mail from Valerie Fan Custer to Arthur Grossman, dated April 19, 2002, and preceding e-mail from Arthur Grossman to Valerie Fan Custer, dated April 19, 2002
2. Letter from Arthur Grossman to Valerie Fan Custer, dated April 22, 2002 [With 2 attachments: Schedule A and E-mail from Mathilde Benveniste to Ben Lee, dated April 2, 2002]
3. Letter from Valerie Fan Custer to Arthur Grossman, dated April 24, 2002
4. Letter from Arthur Grossman to Valerie Fan Custer, dated April 26, 2002

## Specht, Teresa

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From: Custer, Valerie Fant (Valerie) - LGA [vfant@att.com]  
Sent: Friday, April 19, 2002 1:12 PM  
To: Specht, Teresa  
Subject: RE: Mathilde Benveniste

Mr. Grossman:

I am tied up with previous client commitments until about 4:30 this afternoon. I will be able to respond to you then. If you would like to e-mail me with the specific concerns in the meantime, that may facilitate a faster response. If we do not speak today, I am in the office all day on Monday.

Valerie Custer

Valerie Fant Custer  
Senior Attorney  
AT&T Law and Government Affairs  
703-691-6025  
fax 202-263-2689

-----Original Message-----

From: Specht, Teresa [mailto:TSpecht@foxandfoxllp.com]  
Sent: Friday, April 19, 2002 11:48 AM  
To: Custer, Valerie Fant (Valerie) - LGA  
Cc: 'benveniste@ieee.org'  
Subject: Mathilde Benveniste

FROM ARTHUR GROSSMAN

Dear Ms. Custer:

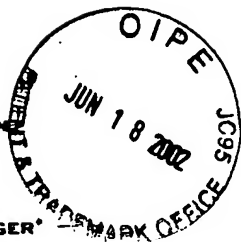
As per my two voice mail messages to you of yesterday and today, I will be representing Ms. Mathilde Benveniste in connection with the Force Management Pension Credit (FMPC) Termination Agreement And Release which AT&T has requested that Ms. Benveniste sign. It is my understanding that the 30 day time period within which to execute the agreement will expire on Monday, April 22, 2002. As indicated in my messages, I would appreciate AT&T providing us with a brief (10 day) extension with regard to the deadline so as to enable us to address a few issues regarding the proposed agreement. I would appreciate your calling me as promptly as possible. Given these time constraints, unless I hear from you today, Ms. Benveniste will be sending you the executed agreement but I note that she is doing so expressly subject to her right of revocation within seven days, as per paragraph 9 of the agreement.

P.S. Before sending this e-mail I just received your message that AT&T does not give extensions. Accordingly, Ms. Benveniste will be sending the executed agreement subject to her right of revocation as noted above. However, as per my last voice mail message to you, please call me so that we may discuss certain issues regarding the agreement that I would like to address on behalf of Ms. Benveniste.

DAVID I. FOX  
ARTHUR D. GROSSMAN  
PAUL I. ROSENBERG\*  
KENNETH H. FAST  
MARTIN KESSELHAUT  
ROBERT J. ROHRBERGER\*  
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April 22, 2002

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AVI Z. KESTENBAUM\*  
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JACOB FOX (1898-1992)

**VIA FACSIMILE**

Valerie F. Custer, Esq.  
AT&T Law Department  
3033 Chainbridge Road  
Oakton, Virginia 22185

Re: Mathilde Benveniste

Dear Ms. Custer:

As we discussed today, it is the position of Ms. Benveniste that she is the owner of the three patents which are described on Schedule A. Ms. Benveniste, who has been employed by AT&T for about 18 years, most recently served as technical manager, AT&T Labs-Research, Florham Park, New Jersey. Ms. Benveniste advises us that she conceived the inventions which are the subject of the patents on her own time and without the use of AT&T's time, material or facilities.

In this regard, you will find that the initial invention agreement signed by Ms. Benveniste was modified to provide that any assignment rights to AT&T related only to those inventions which were made during the course of Ms. Benveniste's employment, with the use of AT&T's time/material and facilities, and relating to a subject matter as to which AT&T was or may be concerned. Given the circumstances as we understand them, it is clear that not all of these conditions have been met and consequently Ms. Benveniste is the rightful owner of the subject inventions in the above patent applications.

As you know, last Friday Ms. Benveniste, returned the termination agreement and release expressly subject to her right of revocation. If AT&T is agreeable with the position of Ms. Benveniste, then we can accomplish a resolution by modifying the termination agreement (and in particular to provide that paragraph 11 will exclude assignment of the subject invention/patents, that the above inventions and patent applications are released to Ms. Benveniste, and further to make sure that several other paragraphs in the agreement regarding release do not relate to the patent/inventions) or by arranging for compensation to be paid to Ms. Benveniste in which case

FOX AND FOX LLP

Valerie F. Custer, Esq.  
April 22, 2002  
Page 2



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AT&T will receive an assignment of these patents/inventions.

As I advised you, Ms. Benveniste did communicate several of these issues recently to one of the AT&T attorneys, Mr. Benjamin Lee, and I enclose a copy of her recent e-mail to him. I do not believe that there has been any response from Mr. Lee.

I am also advised by Ms. Benveniste that she recently filed an EEOC complaint against AT&T. The charge number is 171A2000459. Of course, as a part of any resolution, Ms. Benveniste will dismiss that action.

Given the time constraints that we are facing, I would appreciate your promptly reviewing this matter and letting me know what position AT&T intends to take regarding this matter. Hopefully it will agree with the position of Ms. Benveniste and we can modify the termination agreement accordingly. If not, then once again Ms. Benveniste reserves her rights to revoke the termination agreement and she will pursue other avenues which are available to her.

Thank you for your prompt attention.

Very truly yours,

  
Arthur D. Grossman

ADG:tms

Enclosures

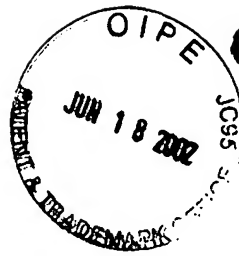
cc: Ms. Mathilde Benveniste

## **SCHEDULE A**

1. **Patent Application 2000-0611 "Tiered Contention Multiple Access (TCMA): A Method For Priority-Based Shared Channel Access" filed on 11/02/2001.**
2. **Patent Application 2000-0611 P "Random Medium Access Methods With Backoff Adaptation To Traffic" filed on 01/02/2002.**
3. **Provisional Patent Application 2001-0577 L "Wireless LANS and Neighborhood Capture" filed on 12/21/2001.**



From: <benveniste@ieee.org>  
To: <benlee@lga.att.com>  
Subject: Questions on the FMPC Agreement  
Date: Tuesday, April 02, 2002 7:19 PM



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Ben,

I have two questions concerning the FMPC agreement and release I have been asked to sign.

1. Am I eligible for any other termination payments if I do not sign the FMPC Termination Agreement and Release?

2. I do not believe that AT&T is entitled to the inventions I made on my own time according to the agreement I signed when I first joined AT&T. According to that agreement, my inventions did not belong to AT&T unless the work was done on company time, AND with company resources, AND etc.. Can Clause 11 of the FMPC Agreement be modified to eliminate the requirement to assign inventions to AT&T which it is not entitled to?

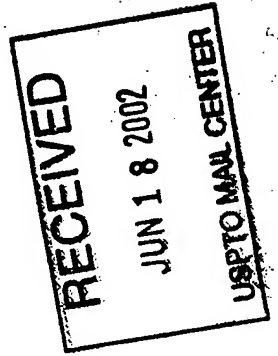
I would much appreciate your answering these questions?

Thanks,  
Mathilde

-----  
-----  
Mathilde Benveniste, Ph.D.  
973-761-6105

Mathilde Benveniste  
76 Harding Drive  
South Orange, NJ 07079

**RETURN RECEIPT  
REQUESTED**



7002 0460 0000 6816 4411

*Assistant Commissioner for Patents*

*Box DAC*

*U.S. Patent Office*

*Washington, D.C. 20231*

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